

## MIGRATORY WORKERS

*Exchange of notes at México March 25 and April 2, 1947, supplementing agreement of April 26, 1943*

*Entered into force April 2, 1947*

*Superseded by agreement of February 20 and 21, 1948*<sup>1</sup>

61 Stat. 3738; Treaties and Other  
International Acts Series 1710

*The American Ambassador to the Secretary of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Mexico, D.F., March 25, 1947*

No. 697

### EXCELLENCY:

I have the honor to refer to the recent negotiations which have taken place between the Intersecretarial Committee of Your Excellency's Government and Messrs. Wilson R. Buie and Durrell L. Lord, representing the United States Department of Agriculture, regarding the continued employment of Mexican agricultural workers in the United States, and to request that Your Excellency be good enough to inform the Intersecretarial Committee that my Government agrees to the following supplementary provisions in relation to the program being carried out under the terms of the agreement between the United States of America and Mexico, which was signed on August 4, 1942,<sup>2</sup> and revised April 26, 1943:<sup>3</sup>

1. It is agreed that no change in the present wording of the Work Agreement form now in use need be made, but specific understandings hereinafter suggested are to be given effect by appropriate administrative action.

2. It is understood that workers who are to be employed any part of the time in work on the sugar beet crops will be informed of that fact and that much of such work is arduous.

3. It is agreed that when implementing Paragraph 2 of the Work Agreements, the location meant by the words "area" and "region" will be considered to be the County in which the Mexican worker is employed.

<sup>1</sup> TIAS 1968, *post*, p. 1232.

<sup>2</sup> EAS 278, *ante*, p. 1069.

<sup>3</sup> EAS 351, *ante*, p. 1129.

4. It is understood that in each worker's contract there will be inserted, by rubber stamp and upon the dotted line, the name of the place where the worker was first interviewed in connection with his contract, and that place can be considered his "point of origin" for all purposes under his contract.

5. It is agreed that in the event it becomes necessary to repatriate Mexican workers before the expiration of their contracts as a result of a determination that their services are no longer necessary, the United States Department of Agriculture will use every means available to avoid terminating the contracts of Mexican workers who have recently arrived in the United States, repatriating instead, if necessary, those Mexican workers who have been employed in the United States over longer periods of time.

6. It is understood that, except for days in which the worker works more than four hours, and except for Sundays occurring before the worker's contract has been terminated, there shall be paid to any worker who is physically able to perform his work, the cost of feeding during the period of time in which he has not been utilized for reasons beyond his control.

7. It is agreed that the food provided on the farms or by the commissaries controlled by the farmers must be provided to the workers at cost, and must not exceed \$1.50 U.S. Currency per day.

8. It is understood that farmers will be notified that the Consuls of Mexico or the delegates which the Intersecretarial Committee assigns will have power to review the workers' contracts, study the sanitary system and the cost and class of food in those cases where they may consider it necessary.

9. It is agreed that it is to be recommended to the farmers that the balance amounts which remain due the workers from salaries and savings-fund deductions be paid by one check payable to the Banco Nacional de Credito Agricola, to which is attached a list of the workers involved and their respective interests therein.

10. It is agreed that, particularly in view of the increased minimum wage rates to be paid for work in connection with the 1947 sugar beet crop by producers who apply for payments under the Sugar Act of 1937,<sup>4</sup> as amended, the provision of 37 cents per hour minimum wage in provision 2 of the Work Agreements remains unchanged, but that the United States Department of Agriculture undertakes, exactly as the Work Agreements provide, that the treatment in respect to salaries which is given Mexican workers, shall in no way be inferior to that accorded United States domestic labor.

11. It is agreed that if, at the termination of the contract, the worker is not returned to Mexico for reasons beyond his control, commencing on the 15th day following the date of the termination of the contract, the worker will be paid by the United States Department of Agriculture, 50 cents U.S. Currency for each day up to the date of embarkation of the worker for Mexico, this sum being in addition to the subsistence and other benefits heretofore provided.

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<sup>4</sup> 50 Stat. 903.

It is understood that this note, together with Your Excellency's reply in the same terms, shall constitute an agreement between the Government of the United States of America and the Government of the United Mexican States on the supplementary provisions cited above.

Please accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

WALTER THURSTON

His Excellency

Señor Don JAIME TORRES BODET,  
*Secretary of Foreign Relations,*  
*Mexico, D.F.*

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*The Secretary of Foreign Affairs to the American Ambassador*

[TRANSLATION]

MINISTRY OF FOREIGN AFFAIRS  
UNITED MEXICAN STATES  
MEXICO

MEXICO, D.F., *April 2, 1947*

EXCELLENCY:

I take pleasure in replying to Your Excellency's very courteous note No. 697, dated March 25 last, which I transcribe as follows:

[For text of U.S. note, see above]

In due reply, I am pleased to inform Your Excellency that, recognizing the friendly desire on the part of representatives of the United States Department of Agriculture to co-ordinate their points of view with those of the Mexican Interdepartmental Committee, my Government expresses its agreement with the terms of the above-inserted note, considering those terms as supplementary to the Agreement of April 26, 1943, with the understanding that if, in practice, differences of interpretation should be encountered as to whether the above-mentioned Agreement of 1943 or the above-cited additional clauses should be applied, my Government hopes that the text which is more favorable to the worker will be applied.

I take pleasure in renewing to Your Excellency the assurance of my highest consideration.

J. T. BODET

His Excellency

WALTER THURSTON

*Ambassador of the United States of America,*  
*Mexico, D.F.*